SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Request to Initiate Foreclosure Action on property located 2411 Hartwell Avenue,

Sanford, Florida 32771

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Josie Delgado **EXT:** 2381

MOTION/RECOMMENDATION:

Request the Board of County Commissioners to authorize the County Attorney's office to initiate a foreclosure action on residential property located 2411 Hartwell Avenue, Sanford, Florida 32771-4168.

District 5 Brenda Carey

Shirley Davis-Boyce

BACKGROUND:

On February 23, 2005 Tameko L. Mackeyroy, a single woman, applied and was approved for the SHIP Homeownership and Rehabilitation Program. A first mortgage was established in the amount of One Hundred Fifty-One Thousand One Hundred Sixteen and 50/100 Dollars (\$151,116.50) consisting of a Fifteen Thousand Dollars (\$15,000.00) note with a thirty (30) year amortization schedule, i.e., a monthly payment of fifty-five dollars and forty-four cents (\$55.44) in conjunction with a deferred payment note in the amount of One Hundred Thirty-Six Thousand One Hundred Sixteen and 50/100 Dollars (\$136,116.50) with an affordability period of thirty (30) years.

On April 26, 2007 Ms. Mackeyroy applied for Foreclosure Prevention Assistance to pay 2006 real estate property taxes and was approved the amount of Three Thousand Eight Hundred Forty Four and 39/100 Dollars (\$3,844.39) with an affordability period of five (5) years.

In addition, on May 23, 2008 the County Attorney's office prepared a Corrective Promissory Note to relieve the client from making monthly mortgage payments to facilitate her being able to set aside such amounts to pay for property taxes and homeowner's insurance.

Two (2) tax certificates have been issued by the Seminole County Tax collector. One (1) for the year 2007 in the amount of Two Thousand Four Hundred Twenty-Five and 11/100 Dollars (\$2,425.11) and one (1) for year 2008 in the amount of Two Thousand Two Hundred Thirty-two and 81/100 Dollars (\$2,232.81).

Reminders of "property taxes due" letters were mailed on December 30, 2008; April 6, 2009 and May 11, 2009. "Demand for payment" letter was mailed on May 12, 2009 and Ms. Mackeyroy contacted our office and a meeting was scheduled for July 22, 2009.

On July 22, 2009 a "Demand for payment" letter including options to cure the default was hand-delivered to Ms. Mackeyroy. Thereafter, on August 10, 2009 Ms. Mackeyroy was contacted by our Division Manager and client made a verbal promise of partial payment to the

Tax collector's office.

On September 1, 2009 the Community Assistance Division Manager sent Ms. Mackeyroy another letter attempting to amicably resolve the matter, again suggesting a quit claim deed back to the County in lieu of foreclosure, coupled with an offer for her being able to rent the home as her continued residence. To date, no response has been received, no evidence of a reinstatement of property insurance provided and the delinquent taxes have not been paid. Staff believes they have exhausted all reasonable means short of foreclosure to remedy this situation.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners to authorize the County Attorney's office to initiate a foreclosure action on residential property located 2411 Hartwell Avenue, Sanford, Florida 32771-4168.

ATTACHMENTS:

- 1. Mortgage
- 2. Foreclosure Prevention
- 3. Corrective Promissory Note
- 4. Letter Demand for Payment

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

ATTOMET AND COUNSTION AT LAW
1120 W. FIRST STREET, SUITE B
SAME COEFF. 22771

This document was prepared by: Arnold W. Schneider County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

This Mortgage is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to §§ 199.032 and 199.183(1). Florida Statutes (2004) MARYAN MORSE, CLERK OF CIRCUIT COURT
SEMINGLE COUNTY
BK 05626 PGS 0741-0752
CLERK'S # 2005032202
RECORDED 02/24/2005 01:23:12 PM
MTB DOC TAX 529.20
RECORDING FEES 103.50
RECORDED BY D Thomas

TM.

SEMINOLE COUNTY HOME OWNERSHIP AND REHABILITATION ASSISTANCE PROGRAM MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this 3 day of the 2005, by Tameko L. Mackeyroy, a single person (the "Mortgagor") whose current address is 2860 E. Slater Drive, Deltona, Florida 32738, in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

WITNESSETH:

That for good and valuable consideration and consideration of the sum of ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$151,116.50) through the issuance of that certain SHIP Program Mortgage Promissory Note in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of even date herewith, attached hereto as Exhibit "A" and that certain SHIP Program Deferred Payment Promissory Note in the amount of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) of even date herewith and attached hereto as Exhibit "B" (collectively referred to herein as the "Promissory Notes"), the MORTGAGOR hereby grants, bargains, sells, promises, conveys, and confirms unto the MORTGAGEE all of the MORTGAGOR's interests in that certain parcel of real property lying situate in Seminole County, Florida, the legal description for which is as follows:

LOT 5, BLOCK 3, 3^{RD} SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

T.M.

(the "Property").

- 2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the MORTGAGEE in fee simple.
- 3. The MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property in fee simple: that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County Florida and/or the title insurance policy issued in connection with MORTGAGOR's purchase of the Property.
- 4. MORTGAGOR further covenants to use the improved Property as her occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced for at least thirty (30) years from the date hereof except as may be otherwise provided in the Promissory Notes and applicable statutes and regulations. The Promissory Notes shall be on a parity with each other in all respects.
- 5. If the MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property, including this Mortgage, both of the Promissory Notes secured hereby and attached hereto as Exhibits "A" and "B", then this Mortgage and the estate hereby created with respect to said Promissory Notes, shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the thirtieth anniversary of the date of this Mortgage.
- 6. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in both the Promissory Notes and this Mortgage.
- 7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property.
- 8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof, except for reasonable wear and tear.
- 9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of

the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus in such monies.

- 10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Promissory Notes secured hereby or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.
- 11. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage, or the associated Promissory Notes secured by this Mortgage, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.
- 12. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.
- 13. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of this Mortgage and either of the Promissory Notes secured hereby are not fully performed, complied with, and abided by, then the entire principal balance and accrued interest then due on both Promissory Notes which is outstanding and unpaid shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable immediately, anything in said instruments or herein to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.
- 14. MORTGAGOR shall not execute an assumption, or in any way transfer, assign, or convey its obligations under this Mortgage or either of the Promissory Notes secured hereunder without the express, prior written consent of MORTGAGEE.

15. If all or any part of the Property or any interest therein is sold, leased, conveyed or otherwise transferred during the term of this Mortgage without notice to and consent from the MORTGAGEE and in compliance with this Mortgage, both Promissory Notes secured hereunder, the MORTGAGEE may require immediate payment in full of all sums due under said instruments and the MORTGAGOR shall be considered in default under the terms of the Mortgage and the MORTGAGEE shall have the right to initiate foreclosure procedures.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

| scars on the day and year rirs | e above writeen: |
|--|---|
| Bulant Morlo Witness Ban Baha & Musik | |
| | By: Hanselo L. Mackeykoej TAMERO L. MACKEYROY |
| Witness HARRY G. Rein | Date: 2.23-05 |
| STATE OF FLORIDA) | |

I HEREBY CERTIFY that, on this 23 day of february, 2005, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared femiles L McKeyrery, who is personally known to me or who has produced to the condition, as identification and that she did take an oath.

[NOTARY SEAL]

COUNTY OF SEMINOLE

Notary Public in for the County and State above stated

BARBARA JUNE MENKE
MY COMMISSION # DD 233610
EXPIRES: July 20, 2007
1-800-3-NOTARY FL NOTARY DISCOURT ASSOC. Co.

AS/lpk 2/15/05 mortgage deed and note-Tameko Mackeyroy T.M.

This document was prepared by: Arnold W. Schneider County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

This instrument is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to §§ 199.032 and 199.183(1), Florida Statutes (2004)

EXHIBIT "A"

SEMINOLE COUNTY HOME OWNERSHIP and REHABILITATION ASSISTANCE PROGRAM SHIP PROGRAM FIRST MORTGAGE PROMISSORY NOTE

PRINCIPAL AMOUNT:

FIFTEEN THOUSAND AND NO/100 DOLLARS

(\$15,000.00)

DATED DATE:

RATE OF INTEREST:

TWO PERCENT (2.00%) PER ANNUM

MAKER:

Tameko L. Mackeyroy 2860 E. Slater Dr. Deltona, FL 32738

HOLDER:

Seminole County Government 1101 East First Street Sanford, FL. 32771

- 1. FOR THE VALUE RECEIVED, the undersigned promises to pay to the order of Seminole County, Florida, a political subdivision of the State of Florida, the principal amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) with interest of two percent (2%) per annum from the date hereof until maturity, said principal and interest being paid monthly, payable in lawful money of the United States of America at Seminole County Services Building, SHIP Program, 1101 E. First Street, Sanford, Florida 32771, or at such other address as the HOLDER from time to time may specify by written notice to the MAKER, the principal and interest to be paid at the dates and in the manner following:
- (a) In three hundred sixty (360) equal, consecutive, monthly installments of FIFTY-FIVE AND 44/100 DOLLARS (\$55.44) each,

E T.M.

- 2. A delinquency and collection charge of each payment in the amount of five percent (5%) shall apply for any payment not in the hands of the HOLDER within fifteen (15) days after the date said payment is due.
- 3. This Note shall be construed and enforced according to the laws of the State of Florida and shall be secured by that Mortgage Deed of even date herewith on certain real property lying situate in the Seminole County, Florida and legally described as follows:
 - LOT 5, BLOCK 3, 3^{RD} SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
- 4. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this instrument, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.
- 5. This Note and that certain SHIP Program Deferred Payment Promissory Note in the amount of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) of even date herewith and attached as Exhibit "B" to the Mortgage Deed (the "Deferred Payment Note") shall be of equal dignity in all respects, including particularly as to the security interest provided by the Mortgage Deed of even date herewith.
- 6. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.
- 7. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this First Mortgage Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.
- 8. An event of default hereunder shall be the failure of MAKER to comply with any terms or conditions of the Mortgage Deed, this instrument, or the Deferred Payment Note. Upon default in payment of any principal amount(s) when due, the whole sum of principal and

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remaining unpaid interest hereunder shall, at the option of the HOLDER, become immediately due and payable.

- 9. If the MAKER fails to use the Property in the manner as required by this instrument or the Mortgage Deed, or shall be in default for any of the reasons set forth below, then all outstanding sums due under both Promissory Notes shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP Plan regulations in force at the time of said event of default.
 - 10. An event of default shall include the following:
- (a) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is sold, transferred, or conveyed prior to the maturity date, or the expiration of the thirty (30) Affordability Period, as defined in the SHIP Plan regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.
- (b) The sale, transfer, or refinancing of the subject Property, within thirty (30) years of execution of this Note, by MAKER or MAKER's successors.
- (c) Leasing or renting of the Property within thirty (30) years of the date of execution of this Note, the Mortgage Deed, and the Deferred Payment Note.
- (d) The destruction or abandonment of the Property by MAKER or her successors.
- (e) Failure to pay applicable property taxes on the Property and improvements.
- (f) Failure to maintain adequate hazard insurance on the Property and improvements.
- (g) Failure to comply with the terms and conditions of the accompanying Mortgage Deed or the Deferred Payment Note, both of even date herewith.
- 11. MAKER shall be bound by all of the terms and conditions hereof to any assignee or successor in interest to the HOLDER to the same extent as the HOLDER named above to the extent allowed by Federal and State laws and regulations.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year first above written.

Double Mondo
Witness Parkers Meck

By: Land J. Mackeyroy

TAMERO L. MACKEYROY

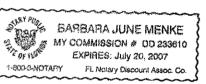
Date: J-93-05

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 23 day of fellow, 200 5, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Temeleo L Mackey rouse, who is personally known to me or who has produced to the Canal , as identification and that she did take an oath.

[NOTARY SEAL]

Notary Public in for the County and State above stated



This document was prepared by: Arnold W. Schneider County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

1.M.

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

This instrument is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to §§ 199.032 and 199.183(1), Florida Statutes (2004)

designate in writing.

EXHIBIT "B"

SEMINOLE COUNTY HOME OWNERSHIP and REHABILITATION ASSISTANCE PROGRAM SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE

| PRINCIPAL AMOUNT: | ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) |
|--|--|
| DATED DATE: | <u> </u> |
| MATURITY DATE: | $\frac{2/23}{2}$, 2035 |
| RATE OF INTEREST: | ZERO PERCENT (0.00%) PER ANNUM |
| MAKER: | Tameko L. Mackeyroy 2860 E. Slater Dr. Deltona, FL 32738 |
| HOLDER: | Seminole County Government 1101 East First Street Sanford, FL. 32771 |
| the HOLDER the sum SIXTEEN AND 50/100 | RECEIVED, MAKER promises to pay to the order of of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$136,116.50) on, of the United States, at 1101 East First Street, |

Sanford, Florida 32771, or at such other place as the HOLDER may

herewith given by MAKER on certain real property lying situate in

Seminole County, Florida, and legally described as follows:

This Note is secured by that certain Mortgage of even date

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LOT 5, BLOCK 3, 3^{RD} SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

- 3. This Note and that certain SHIP Program Mortgage Promissory Note in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000,00) of even date herewith and attached as Exhibit "A" to the Mortgage Deed shall be of equal dignity in all respects, including particularly as to the security interest provided by the Mortgage Deed.
- 4. If the MAKER fails to use the Property in the manner as required by this instrument or the Mortgage Deed, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP Plan regulations in force at the time of said event of default.
 - 5. An event of default shall include the following:
- (a) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is sold, transferred, or conveyed prior to the maturity date, or the expiration of the thirty (30) year Affordability Period, as defined in the SHIP Plan regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.
- (b) The sale, transfer, or refinancing of the subject Property, within thirty (30) years of execution of this Note, by MAKER or MAKER's successors.
- (c) Leasing or renting of the property within thirty (30) years of the date of execution of the Mortgage this instrument.
- (d) The destruction or abandonment of the subject Property by MAKER or her successors.
- (e) Failure to pay applicable property taxes on the Property and improvements.
- (f) Failure to maintain adequate hazard insurance on the Property and improvements.
- (g) Failure to comply with the terms and conditions of the accompanying Mortgage Deed or the companion Promissory Note, both of even date herewith.
- 6. The unpaid principal amount of this Note shall be reduced to zero (0) on 2/2, 2035, provided that the MAKER has met all the terms and conditions regarding use and occupancy of the Property as set forth herein and the Mortgage Deed.

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- 7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.
- 8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.
- 9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.
- 10. This Note shall be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.
- 11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year first above written.

Witness Jambara Jamera

By: Lameno J. Macherory

TAMEKO L. MACKEYROY

Date: Lameno J. Macherory

Date: Lameno J. Macherory

TAMEKO L. MACKEYROY

Date: Lameno J. Macherory

Date: Lameno J. Macherory

TAMEKO L. MACKEYROY

Date: Lameno J. Macherory

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Date: Lameno J. Macherory

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TAMEKO L. Macherory

TAMENO J. Macherory

TAMEKO L. Macherory

TAMEKO

COSPADA MCCAZA

This document was prepared by: Arnold W. Schneider Assistant County Attorney County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office 534 W. Lake Mary Blvd. Sanford, Fl 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the one time, nonrecurring tax pursuant to 199.183(1), Florida Statutes (2006) MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY

8K 06674 Pgs 0317 - 325; (9pgs)

CLERK'S # 2007062702

RECORDED 04/27/2007 08:14:51 AM

MTG DOC TAX 13.65

RECORDING FEES 78.00 RECORDED BY H Devore

SEMINOLE COUNTY FORECLOSURE PREVENTION MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this day of 2007, by TAMEKO MACKEYROY, a single person, (the "MORTGAGOR"), whose current address is 2411 Hartwell Avenue, Sanford, Florida 32771, in favor of SEMINOLE COUNTY, a political subdivision of the State of Florida (the "MORTGAGEE"), whose address is 534 W. Lake Mary Blvd., Sanford, Florida 32773.

WITNESSETH:

That for good and valuable consideration and in particular the sum of THREE THOUSAND EIGHT HUNDRED FORTY FOUR AND 39/100 DOLLARS certain SHIP issuance of that (\$3,844.39) through the Foreclosure Prevention Second Mortgage Promissory Note in that amount and of even date herewith, attached hereto as Exhibit A (the "Second grants, bargains, MORTGAGOR hereby Mortgage Note") the and confirms unto the MORTGAGEE all promises, conveys, MORTGAGOR'S interest in that certain parcel of real property located at 2411 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

LOT 5, BLOCK 3, 3^{RD} SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 36-19-30-524-0300-0050

(the "Property").

2. To have and to hold the same, together with the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof unto the MORTGAGEE in fee simple.

- 3. MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR are indefeasibly seized of said Property in fee simple; that the MORTGAGOR have good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGOR purchase of the Property and/or granting of this Mortgage.
- 4. MORTGAGOR further covenants to use the improved Property as her occupied residence, and that the Property shall not be sold, leased, conveyed, transferred, or refinanced for at least FIVE (5) years from the date hereof except as may be otherwise provided in this Second Mortgage Note and applicable statutes and regulations.
- 5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under this Mortgage and the Second Mortgage Note; provided, however, no payments shall be due so long as the Property remains occupied by the MORTGAGOR as her personal residence and the Property is not refinanced, leased, subleased, rented, transferred, or conveyed to any other persons.
- 6. If MORTGAGOR fully performs, complies with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Second Mortgage Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the fifth (5th) anniversary of the date of this Mortgage.
- 7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable federal and state laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.
- 8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof except for reasonable wear and tear.
- 9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less

than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and be payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

- MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this other agreements, Second Mortgage Note, any Mortgage, the conditions, and covenants regarding the stipulations, Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.
- 11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to MORTGAGOR.
- 12. Subject to paragraph 6 hereof, if any sum or money referred to herein or in the Second Mortgage Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by then the entire principal amount thereof, or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.
- 13. MORTGAGOR shall not execute an assumption or in any way transfer, assign, or convey their obligations under this Mortgage and the Second Mortgage Note secured hereunder without the proper written consent of MORTGAGEE.
- 14. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from MORTGAGEE and in compliance with this Mortgage and the Second Mortgage Note, MORTGAGEE may require immediate payment in full of all sums due under said instruments and MORTGAGOR shall be considered in default under the terms of the Mortgage and MORTGAGEE shall have the right to initiate foreclosure procedures.

- If the Property remains owner occupied and is not rented, leased, subleased, conveyed, sold, or otherwise transferred for a period of FIVE (5) years from the date hereof, then this SHIP Mortgage and the Second Mortgage Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if the Property shall not remain owner occupied for FIVE (5) years and is instead leased, subleased, rented, conveyed, or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Second Mortgage Note shall be immediately due and payable less any credit given to MORTGAGOR by virtue of the forgiveness and recapture provisions of the SHIP regulations and policies in effect at the time of such default.
- In the event a first mortgagee, its successors, or assigns shall acquire the Property by foreclosure proceedings, or by a deed in lieu of foreclosure, any provisions in this Mortgage and the Second Mortgage Note and the Mortgage and Mortgage Note dated February 23, 2005, and restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any force or effect and such persons shall take title free and clear of all such restrictive covenants and liens.
- This Mortgage shall be subordinate to the Seminole County Homeownership Assistance Program Mortgage and Mortgage Note(s) dated February 23, 2005, anything else herein or in the Second Mortgage Note to the contrary notwithstanding.
- Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives, and assigns, and references to any Note shall mean all notes secured by this Mortgage if more than one exists.

IN WITNESS WHEREOF, the MORTGAGOR has executed her hand and seal on the day and year first above written.

L. MACKEYROY

Witness

Print Nam

Print Name

/Witness

This document was prepared by: Arnold W. Schneider Assistant County Attorney County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office 534 W. Lake Mary Blvd. Sanford, Fl 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the one time, nonrecurring tax pursuant to 199.183(1), Florida Statutes (2006))

EXHIBIT A

SEMINOLE COUNTY FORECLOSURE PREVENTION SHIP PROGRAM DEFERRED PAYMENT SECOND MORTGAGE PROMISSORY NOTE

| PRINCIPAL AMOUNT: | THREE THOUSAND EIGHT HUNDRED FORTY-FOUR AND 39/100 DOLLARS (\$3,844.39) |
|-------------------|---|
| DATED DATE: | <u>April 26</u> , 2007 |
| MATURITY DATE: | April 26, 2012 |
| RATE OF INTEREST: | ZERO PERCENT (0.00%) PER ANNUM |
| MAKER: | Tameko Mackeyroy 2411 Hartwell Avenue Sanford, FL 32771 |
| HOLDER: | Seminole County Government 1101 East First Street Sanford, FL 32771 |

- 2. This Second Mortgage Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the mailing address of which is 2411 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 39-19-30-524-0300-0050

(the "Property").

Said security interest enjoyed by this Note shall be junior and subordinate in all respects to a valid, first mortgage lien on the Property.

- 3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP Plan regulations and policies in force at the time of said event of default.
- 4. MAKER shall use the proceeds of this Note only for the purposes of foreclosure prevention on the Property in the manner as represented to the Mortgagee. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.
 - 5. An event of default shall include the following:
- (a) Failure to use the Note proceeds in accordance with paragraph 4, above.
- (b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed, or transferred or MAKER otherwise ceases to occupy the Property as their residence prior to the maturity date, or the expiration of the FIVE (5) year Affordability Period, as defined in the SHIP regulations, applicable statutes, regulations or policies unless the obligation shall have been otherwise forgiven or satisfied.
- (c) Sale, leasing, renting or otherwise conveying or refinancing of the property within FIVE (5) years of the date of execution of this Note and the Mortgage securing it.
- (d) The destruction or abandonment of the improvements on the subject Property by MAKER or her successors.
- (e) Failure to pay applicable property taxes on the Property and improvements.

- (f) Failure to maintain adequate hazard insurance on the Property and improvements.
- (g) Failure to comply with the terms, conditions, and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.
- (h) Failure to comply with the terms of the first mortgage on the Property.
- 7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.
- 8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as MAKER and endorser.
- 9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.
- 10. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.
- 11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year set forth below:

| Marker Sanligh Witness. Mary Col Santiago Print Name Tame No. 1. MACKEYROY |
|---|
| Witness Martin |
| Print Name |
| STATE OF FLORIDA) |
| COUNTY OF SEMINOLE) |
| I HEREBY CERTIFY that, on this and day of Lift , 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TAMEKO L. MACKEYROY, who is personally known to me or who produced , as identification. |
| [NOTARY SEAL J. PURA. NAT COMMISSION NOT SENTED TO NOTARY Public signature |

| STATE OF FLORIDA) |
|---|
|) |
| COUNTY OF SEMINOLE) |
| |
| I HEREBY CERTIFY that, on this de day of level, 2007, before |
| me, an officer duly authorized in the State and County aforesaid to take |
| acknowledgments, personally appeared TAMEKO L. MACKEYROY, who is |
| personally known to me or who produced, as |
| identification. |
| [NOTARY SEAL] SHELLEY MCHANEY DONG 135 SHELLEY MCHANEY DONG 135 Notary Public signature Notary Public signature |
| AWS/jjr (4/20/07) |
| 2007 Mortgages, Deeds, Notes\Tameko Mackeyroy-FC Prevention.doc |

MA NE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY
BK 07007 Pgs 0907 - 911; (Spgs)
CLERK'S # 2008065984
RECURDED 06/06/2008 01:27:14 PM
RECURDING FEES 44.00
RECURDED BY v users

This document was prepared by: Arnold W. Schneider County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office 534 W. Lake Mary Blvd. Sanford, Fl 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring tax pursuant to 199.183(1), Florida Statutes (2007)

SEMINOLE COUNTY HOME OWNERSHIP and REHABILITATION ASSISTANCE PROGRAM CORRECTIVE PROMISSORY NOTE

PRINCIPAL AMOUNT:

FIFTEEN THOUSAND AND NO/100 DOLLARS

(\$15,000.00)

DATED DATE:

February 23, 2005

MATURITY DATE:

February 23, 2035

RATE OF INTEREST:

ZERO PERCENT (0.00%) PER ANNUM

MAKER:

Tameko L. Mackeyroy 2860 E. Slater Dr. Deltona, FL 32738

HOLDER:

Seminole County Government 1101 East First Street Sanford, FL. 32771

PROMISSORY NOTE CORRECTIVE THIS AMENDED IS OF THAT CERTAIN AND SEMINOLE COUNTY HOME OWNERSHIP REHABILITATION ASSISTANCE PROMISSORY NOTE (THE "ORIGINAL PROGRAM SHIP **PROGRAM** NOTE") ATTACHED AS EXHIBIT "A" TO THAT SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM DEED AND PROMISSORY MORTGAGE NOTES (THE "MORTGAGE"), COLLECTIVELY RECORDED OFFICIAL RECORDS IN BOOK PAGES 0741 THROUGH 0752, INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID AMENDMENT RESTRUCTURES ALL OF THE ORIGINAL NOTE'S SCHEDULED MONTHLY AMORTIZATION PAYMENTS INTO A ZERO PERCENT (0왕) INTEREST, LUMP SUM, DEFERRED PAYMENT, DUE AND PAYABLE AT THE STATED MATURITY DATE UNLESS FORGIVEN BY THE

HOLDER IN ACCORDANCE WITH PARAGRAPH 5 OF THE MORTGAGE DEED. THIS AMENDED PROMISSORY NOTE SHALL BE SECURED BY THE MORTGAGE DEED IN THE SAME MANNER AND PRIORITY AS THE ORIGINAL NOTE.

- 1. FOR THE VALUE RECEIVED, the undersigned promises to pay to the order of Seminole County, Florida, a political subdivision of the State of Florida, the principal amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) with interest of zero percent (0%) per annum from the date hereof until maturity, payable in lawful money of the United States of America at SHIP Program, 534 W. Lake Mary Blvd., Sanford, Florida 32773, or at such other address as the HOLDER from time to time may specify by written notice to MAKERS, the principal and interest to be paid on February 23, 2035 unless otherwise forgiven pursuant to paragraph 5 of the Mortgage Deed.
- 2. A delinquency and collection charge of each payment in the amount of five percent (5%) shall apply for any payment not in the hands of the HOLDER within fifteen (15) days after the date said payment is due.
- 3. This Note shall be construed and enforced according to the laws of the State of Florida and shall be secured by that Mortgage Deed of even date herewith on certain real property lying situate in the Seminole County, Florida and legally described as follows:
 - LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
- 4. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this instrument, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.
- 5. This Note and that certain SHIP Program Deferred Payment Promissory Note in the amount of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) of even date herewith and attached as Exhibit "B" to the Mortgage Deed (the "Deferred Payment Note") shall be of equal dignity in all respects, including particularly as to the security interest provided by the Mortgage Deed of even date herewith.
- 6. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.
- 7. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the

principal of this First Mortgage Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

- 8. An event of default hereunder shall be the failure of MAKER to comply with any terms or conditions of the Mortgage Deed, this instrument, or the Deferred Payment Note. Upon default in payment of any principal amount(s) when due, the whole sum of principal and remaining unpaid interest hereunder shall, at the option of the HOLDER, become immediately due and payable.
- 9. If the MAKER fails to use the Property in the manner as required by this instrument or the Mortgage Deed, or shall be in default for any of the reasons set forth below, then all outstanding sums due under both Promissory Notes shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP Plan regulations in force at the time of said event of default.
 - 10. An event of default shall include the following:
- (a) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is sold, transferred, or conveyed prior to the maturity date, or the expiration of the thirty (30) Affordability Period, as defined in the SHIP Plan regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.
- (b) The sale, transfer, or refinancing of the subject Property, within thirty (30) years of execution of this Note, by MAKER or MAKER's successors.
- (c) Leasing or renting of the Property within thirty (30) years of the date of execution of this Note, the Mortgage Deed, and the Deferred Payment Note.
- (d) The destruction or abandonment of the Property by MAKER or her successors.
- (e) Failure to pay applicable property taxes on the Property and improvements.
- (f) Failure to maintain adequate hazard insurance on the Property and improvements.
- (g) Failure to comply with the terms and conditions of the accompanying Mortgage Deed or the Deferred Payment Note, both of even date herewith.

11. MAKER shall be bound by all of the terms and conditions hereof to any assignee or successor in interest to the HOLDER to the same extent as the HOLDER named above to the extent allowed by Federal and State laws and regulations.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year first above written

| Ritu F. Hendricks Witness Witness Witness Witness | By Tameko L. Mackeyroy Date: 5 23 08 |
|---|---|
| STATE OF FLORIDA) | |
| COUNTY OF SEMINOLE) | |
| I HEREBY CERTIFY that, on to me, an officer duly authoriz acknowledgments, personally app who is personally known to me or as identification. | |
| [NOTARY SEAL] | Michelle L. Savede Notary Public in for the |
| Netgar Bublic State of Florida | County and State above stated |

(HOLDER'S ACCEPTANCE ON FOLLOWING PAGE)

Michelle L Laverde My Commission DD504545 Expires 01/08/2010

HOLDER'S ACCEPTANCE OF CORRECTIVE INSTRUMENT

The foregoing amended instrument is hereby approved and accepted by HOLDER, Seminole County Government as evidenced by the execution of HOLDER's County Manager pursuant to section 1.10E, Seminole County Administrative Code.

CYNTHIA A. COTO County Manager

Witness

SHARON DIETERS

Print Name

Witness

Print Name

P:\Users\Legal Secretary CSB\Community Services\2008 Mortgages, Deeds, Notes\Amended Instruments\Amended Promissory Note Tameko Mackeyroy.doc

COMMUNITY ASSISTANCE DIVISION COMMUNITY DEVELOPMENT OFFICE



CERTIFIED MAIL

FOURTH REQUEST

FILE GOPY

September 1, 2009

Ms. Tameko Mackeyroy 2411 Hartwell Avenue Sanford. Florida 32771-4168

Dear Ms. Mackeyroy:

As a result of our telephone conversation on August 10, 2009, it was agreed that your 2007 property taxes in the amount of \$2,425.11 would be paid by August 31, 2009. We received your voicemail in reference to your inability to make the 2007 property taxes payment. We have continued to work diligently with you in order to comply with your property taxes and no payment has been made for 2007 or 2008 and tax certificates have been issued. Please be advised that the <u>remaining</u> options will be honored only until the close of business day of Tuesday, September 8, 2009:

- 1) You now have the option to quit claim deed the real estate property to Seminole County in lieu of foreclosure *but with the option to rent said real property*. Please take note that the monthly rent will be established by the subcontractor selected to manage the property at that time; or
- 2) You have the option to quit claim deed the real estate property to Seminole County in lieu of foreclosure.

If property taxes are not paid by the above-referred date or you have not selected neither of the above-mentioned two (2) options, this office will seek request to proceed with foreclosure action from the Board of County Commissioners in their October 13, 2009 meeting. Finally, please be advised that Seminole County is attempting to collect a debt owed to the County and any information acquired will be used for that purpose. If you have any questions, please contact Ms. Josie Delgado, Customer Service Specialist, at (407) 665-2381.

Sincerely,

Shirley Davis Boyce

Division Manager

/jd

c: Arnold W. Schneider, Esq., Assistant County Attorney Via First Class Mail

8/12/2009 4:27:25 PM

Do not use this information for a title search. Current and historical legal descriptions may differ

TAXES UNPAID - TAX CERTIFICATE ISSUED

Parcel:

36-19-30-524-0300-0050

Tax Year:

Owner & Mailing Address: 2008 MACKEYROY TAMEKO L

Tax Bill #:

2411 HARTWELL AVE

SANFORD FL 32771

Total Assessed Value:

\$142,901 Property Address: 2411 HARTWELL AVE

Taxable Value:

\$117,901

Gross Tax Amount:

Exemptions Granted:

\$1,948.52

Millage Code:

Legal Description:

LEG LOT 5 BLK 3 3RD SEC DREAMWOLD

PB 4 PG 70

Homestead:

YES

Additional Exemptions:

YES

Non-Ad Valorem Assessments:

NONE

Note: Property Appraiser's tax bill information amount shown does not include any non advalorem assessments.

Current Tax: TAXES UNPAID - A TAX CERTIFICATE WAS ISSUED ON 05-29-09 . PLEASE SEE UNPAID DELINQUENT TAXES* SECTION BELOW FOR AMOUNT DUE, CERTIFIED FUNDS ONLY.

Information below reflects the 2008 tax bill discounted and gross amounts.

NOV 30

DEC 31

JAN 31

FEB 28

MAR 31

\$1,870.58

\$1,909.55

\$1,929.03

\$1,948.52

\$1.890.06

Other Comments:

Prior Years Unpaid Delinquent Taxes:

| Year | Cert # | Current Payoff | *If Received By: | Next Payoff | *If Received By: | Next Payoff | *If Received By: |
|------|-----------|-----------------------|------------------|-------------|------------------|-------------|------------------|
| 2007 | 2008 1011 | \$2,425.11 | 08-31-2009 | \$2,425.11 | 09-30-2009 | \$2,425.11 | 10-31-2009 |
| 2008 | 2009 1137 | \$2,232.81 | 08-31-2009 | \$2,232.81 | 09-30-2009 | \$2,232.81 | 10-31-2009 |